

1895-002 Chancery Causes: D. A. Beam vs. E. L. Howard & Co  
Lee Co.

Poteet; Ely

CA - Debt  
T - Property



To the Honorable W.T. Miller, Judge of the Circuit court of Lee county, Virginia:

Your orator, D.A. Beam, would respectfully represent unto your Honor that on the 3rd day of March, 1894, he obtained be<sup>o</sup>fore H.C. Joslyn, a Justice of the said county, a judgement in his favor against E.L. Howard and Mary J. Howard for the sum of \$18.65 with interest thereon from the 1st day of January 1894, until paid. ~~Upon this judgement an execution was duly issued and placed in the hands of an officer of the said county, which officer returned the same "No property found".~~ Your orator would further represent unto your Honor that the said judgement was duly docketed and indexed in the <sup>Justice's judgement docket</sup> ~~judgement~~ lien docket in the Clerk's office of the county court of the said county. Your orator would further represent that pursuant to the requirements of the statute of this state made and provided, and this said judgement remaining wholly unpaid, on the 7th day of October, 1894, your orator had a notice served on the said E.L. Howard and Mary J. Howard giving them and each of them notice that unless the said judgement should be paid before the 3rd Monday in October, 1894, your orator would institute a suit in Chancery to enforce the lien of the said judgement obtained as aforesaid, which notice, as will be seen by an inspection of a copy thereof here filed marked "notice", which copy is asked to be considered a part of this bill, was duly given more than sixty days previous to the said 3rd Monday, in October, 1894.

Now your orator further alleges that the said E.L. Howard is the owner and in the possession of a certain tract or parcel of land, lying and being in said county, adjoining the lands of L.O. Lewis, Arthur Ely, and others, and containing 53 acres. But so far as your orator knows the said Mary J. Howard owns nothing out of which this debt can be made. And being advised that the said debt is a lien against this tract of land, the prayer of your orator therefore is that the said

*If a copy of this bill is here filed marked "notice" as part of this bill.*



E.L.Howard and Mary J.Howard be made parties def~~e~~ndant to this bill, and that they be required to answer the same, but not on oath, that being waived, and that upon a final hearing of this cause, a decree be pronounced for the sale of the said land, or so much thereof as will pay the said debt, interest and costs, both at law, which costs at law were \$2.20, and of this bill. And your orator asks for all general relief as the equity of his case will grant. And he will ever pray, &c.

May spa.<sup>u</sup>isse, &c.

Chas. Benson Kershup Ewing P.Q.



Plffs Costs  
 C \$6.02  
 S 1.80  
 atty 5.00  
 Estimated 5.00  
 \$16.52  
 Court 5.00  
 \$21.52

Defs Costs C 3.82  
 S 50  
 \$4.32

40.  
 20  
 360  
 26.52  
 79.50  
 7.02

D. A. Besmer  
 v. } Bill.

\$16.00

E. L. Howard et al

Orr Blankenship & Ewing  
 P. 2

1894 2nd October Rules bill  
 filed & pa executed & D. M.  
 1st November Rules taken  
 the last Monday in Oct  
 Decree nisi confirmed  
 Cause set for hearing by  
 Plaintiff

1895 1st February rules amended  
 bill filed & pa executed  
 2nd Decree nisi  
 2nd February rules D. M.  
 confirmed & Cause set  
 for hearing by Plff

The order for costs is made  
 the 18th day of Oct 1895



To E. L. Howard & Mary J. Howard:

Take notice, That at the rules to be held for the Circuit Court of the County  
of Lee, on the 3<sup>rd</sup> Monday in October,  
18 94, I shall institute a suit in Chancery, to enforce the lien of a judgment,  
being for Eighteen + 65/100 Dollars, with interest thereon at the  
rate of six per centum per annum, from the 1<sup>st</sup> day of January, 18 94, till  
paid, and the costs \$ 2.20, obtained against you and Each of you,  
by a judgment of H. C. Joslyn, J.P. in & for Lee Co., Va.,  
on the 3 day of March, 18 94, if the same be not paid before that time.

August 1, 1894 } D. A. Beaman

By Orin Blankenship & Ewing Counsel.



he being at the time absent from home

Virginia, Lee Co.,  
County Court Clerk's Office:

This day E. L. Blankenship personally appeared before me and made oath that he delivered a true copy of the within notice to Mary J. Howard, wife of E. L. Howard, living & being at the time at his usual place of abode, & delivered to her a copy for her husband E. L. Howard & explained to her its nature, # on Aug. 7, 1894.  
This Aug. 14, 1894, J. V. F. Richmond Clerk.

Form No. 28.

D. A. Beaman

178.

Notice of Suit to enforce Lien of  
a Judgment which does  
not exceed \$20,  
(exclusive of interest and costs).

E. L. Mary J. Howard.

Notice



C. L. Howard et al  
ads }

B. A. Beaman

Moved to Quash the  
writ because issued  
on the day to which  
it is made returnable

In Dec 3220 V. C. 827,  
p. 259; Co. 9, 210; 4 L. 359;  
2 L. 545; 2 Rand p 1.

---

The point is a good  
one

---



Hawards

also

Beau



Virginia: In the Circuit Court of Lee County.

The joint demurrer and Answer of  
E. B. Howard and Mary Howard to the bill of  
Complaint of D. A. Beane, against these defendants,  
exhibited in this Court.

These defendants, by protestation, not Con-  
fessing or acknowledging all or any of the  
Matters and Things in the said bill of Com-  
plaint contained, to be true in manner and  
form, as the same are therein set forth and  
as the same are herein set forth, doth demurres  
thereto, and for Cause of demurres sheweth; That  
the Complainant fails to Charge that the judgment  
therein sought to be enforced, or any part  
thereof, has never been paid prior to bringing  
his suit; nor, that the same or any part  
thereof had not been paid between the 1<sup>st</sup>  
day of October, 1874, and the day of the in-  
stitution of this suit, which was on the 18<sup>th</sup>  
day of October, 1874. Wherefore, and for  
divers other errors and imperfections, (such as not having Charged that the land  
therein named will not be put for enough in  
five years to pay the demand,) appearing  
in the said bill, these defendants demand  
the judgment of this Court, whether they shall  
be Compelled to make any further Answer to  
the said bill, or any of the Matters and  
Things therein mentioned and contained; and  
prays to be hence dismissed with his rea-  
sonable Costs in this behalf sustained.

But if any other or further answer



2/ is necessary or required of these defendants,  
Answering they say that each and  
every allegation contained in the Com-  
plainant's bill of Complaint is untrue;  
that if any such judgment exists it is void-  
able; that they had a contract with the Com-  
plainant about a clock to the legal effect  
that they were to take the same on trial  
and that if they did not take and pay for  
said clock that these defendants were to  
turn it over to him or his Agent which  
they did; that they did not want said  
clock after trying it for the reason that  
it would not run and and keep time  
as it was represented that it would do;  
that in any view of the case the consideration  
in the contract about said clock fully  
failed.

Your Respondents further state that it is  
not true that an execution was returned  
"no property found," having been issued  
on said judgment, and as is stated  
by the Complainant in his bill; that it is  
untrue that there has been no settlement of  
said clock contract upon which there  
may be some judgment that your respond-  
ents does not understand for the Offi-  
cer B. E. Clark asked for and got the  
said clock, which was a full  
settlement of the matter.

Your Respondents will further state that  
the contract herein referred to about said



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Clock is not in writing, and signed  
by the defendant C. L. Howard whose  
land is mentioned in the Complainant's  
bill of Complaint; that the land named in  
said bill will rent for enough to <sup>pay</sup> the sum  
of money secured, interest and costs  
within five years. Having read fully  
and answered your respondents pray the cause  
dismissed with their costs.

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C. L. Ely & C. W. Ely.

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This answer is excepted to because it sets up no good  
and sufficient defense to the plaintiff's bill. If the matters  
and things sought to be set up as a defense were true  
the defendants had their day before the justice, and  
no doubt made their defense there, and if so, if they  
were not availing, they had their right of appeal,  
and can not make it here, but if they did not have  
opportunity to make defense there, they do not so  
allege here, and give no reasons why they did not  
defend there. The Constables return shows that the  
Clock was levied on & sold by virtue of the judgment <sup>Execution issued by the justice</sup> in the  
bill mentioned, & the return of no more property  
found was immaterial and unnecessary.

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32  
The bill does allege, that the judgment remains unpaid,  
and the pleading is for debts to show, &c.

June 30th 1895

C. L. Ely & C. W. Ely, for  
Defts



C. D. Howard et al

210 } Mrs V Jernud

J. A. Beaman

Filed January the 14th  
1896 A B Munnery  
Clerk

For C. D. & J. A.



D. A. Beane Plff-  
vs.  $\frac{1}{2}$  In Chancery  
E. L. Howard et al Defs

This cause came on this day to be heard upon  
the papers formerly read in the cause, the report  
of Commissioner E. W. R. Ewing, and was  
argued by counsel.

On consideration of which, it appearing that  
said rental money has been fully collected  
and disbursed and nothing further remaining  
to be done ~~is~~ the cause is stricken from  
the docket,



D. A. Bean. Pft

W. E. E. Bean -

E. L. Howard et al

Eu. C. B. 6 p. 125.

Letter

11/11/11

Jan 11 1898



D. A. Beam, Plaintiff.

Against----(---In-----Chancery.

E. L. Howard, et al., Defendants.

This cause came on again to be heard on the ~~papers~~ <sup>papers</sup> formerly read in the cause and the report of special commissioner, H. C. Joslyn, filed Sept. 6, 1895, and was argued by counsel: On consideration thereof it is adjudged, ordered and decreed that the said report and the statements therewith be, and they are here by confirmed; and that Morgan and Armstrong recover against the Defendant, E. L. Howard, \$7.96, with legal interest on \$5.00 part thereof from the fourth day of Nov, 1895, until paid; and that the Plaintiff, D. A. Beam, recover against the defendants, E. L. Howard and Mary J. Howard, \$17.97, with legal interest on \$13.73, part thereof from the fourth day of Nov, 1895, until paid; and that S. E. Turner and others recover against the said E. L. Howard \$23.10, costs as reported by said commissioner, which recovery is for the benefit of the officers of this court being their fees in a suit lately decided in this court between E. L. Howard, plaintiff and S. E. Turner, et al defendants; and unless the sums herein decreed are paid within thirty days from the adjournment of this court, <sup>by consent of parties</sup> then E. W. R. Ewing, who is appointed a ~~xxx~~ commissioner for the purpose will proceed at the front door of the ~~Court~~ Court House of this county, on a court day, to rent the land in the bill mentioned for the shortest time that the same will rent for a sum sufficient to pay the amount of this decree and the expense of renting, so that said <sup>of renting</sup> time does not exceed five years; having first advertised the time, terms and place of renting for at least thirty days by written advertisements posted at the front door of the Court House of this county, and in the vicinity of said land. But before proceeding under this decree the said commissioner will execute bond before the Clerk of this Court in the penalty of \$200.00 conditioned according to law; and he will require the costs of this suit and the expense of renting paid in hand and for the residue he will take bonds payable to himself as commissioner, bearing interest from date and payable in one and two years time. Said commissioner will report his action here-  
under to the next term of this court, and this cause is continued.



D. A. Beane  
as. } Deere.

E. L. Horder & Co.

O.P. 286

Enter this Deere

M. 244

Nov. 5, 1898.



D. A. Beam.

Plaintiff

against

In chancery.

E. L. Howard & Mary J Howard Defendants

This cause came on to be heard upon the bill of the plaintiff, <sup>& exhibits therewith,</sup> the answer of the defendants and exceptions to said answer, and was argued by counsel. On consideration thereof, <sup>by consent of parties</sup> it is adjudged, ordered and decreed that <sup>the said exceptions be sustained and that</sup> the plaintiff recover against the defendants \$20.85, the amount of the judgment in the bill mentioned, with legal interest thereon \$18.65 part thereof from the 1st day of January 1894 until paid, and the costs of this suit, subject to a credit of \$5.25 - April 16th 1894, and it is further ordered, adjudged and decreed that D. C. Joslyn, who is appointed a commissioner for the purpose, do take an account of the liens against the real estate of the defendants in the bill mentioned, and report the same together with their priorities and to whom due, and what real estate the defendants own in this county, that is subject to the payment of said liens, and whether the same will rent for a sum sufficient in five years to pay said liens and the costs of this suit. Said commissioner before acting will give the parties due notice of the time and place of his sittings, and will report his action to next term of this Court. And the Cause is continued.



D. A. Beauv.

vs. Decree 101.

E. L. Howard & wife

Entered in  
Chancery Order  
Book P  
Page 209

Enter this decree.

M. L. M.

June 10<sup>th</sup> 1895.



D. A. Beaud

vs

} Deere

C. F. Howard & Mary J. Howard

This Cause came on this day  
to be heard upon the bill, the writ to  
answer the same and the motions  
of the defendants to quash said writ,  
and was argued by Counsel; Upon  
consideration of which, and it appear-  
ing that said writ was issued on  
the same day to which it was made  
returnable, the Court adjudge, Order  
and decree that said motion be sus-  
tained and that said writ be qua-  
shed, and that the defendants recover  
their costs <sup>of this writ</sup> ~~and the~~  
~~case is stricken from the docket~~  
and the order theretofore entered in this  
cause <sup>at this term</sup> is set aside and held for naught  
and the Case is ~~stricken from~~  
~~the docket~~ remanded to  
Docket



J. A. Beaman

vs J. Beaman final

E. L. Howard et al

Entered in Chy.

Chy. Page 90

Entire

15<sup>th</sup> / 94

M. F. M.



Virginia

At a circuit Court continued and held  
for Lee County at the Court-house thereof  
on Monday June 10, 1895.

D A Beam

Plff

VS

} In Chancery

E L Howard & Mary J Howard Defts

This Cause came on to be heard upon  
the bill of the plaintiff & exhibits therewith,  
the answer of the defendants and exceptions  
to said answer, and was argued by Counsel  
On Consideration thereof & by Consent of par-  
ties: It is adjudged ordered and decreed  
that the said exceptions be sustained and  
that the plaintiff recover against the de-  
fendants \$20.85 the amount of the Judg-  
ment in the bill mentioned with le-  
gal interest on \$18.65 part thereof from  
the 1st day of January 1894 until paid,  
and the Costs of this Suit, Subject to  
a Credit of \$5.25 April 16th 1894, and it  
is further ordered adjudged and decreed  
that H C Joslyn who is appointed a  
Commissioner for the purpose do take  
an account of the liens against the  
real estate of the defendants in the  
bill mentioned, and report the same  
together with their priorities and to whom  
due, and what real estate the defendants



Oven in this County, that is Subject  
to the payment of said liens and whether  
the same will rent for a ~~sum~~ Sufficient  
in five years to pay said liens  
and the Costs of this Suit, Said Commissioner  
before acting will give the  
parties due notice of the time and place  
of his sittings, and will report his action  
to the next term of this Court.  
And the Cause is Continued.

A copy

Teste, A. B. Munsey Clerk

D. A. Beaman  
vs. Decree  
Ed. & Mary L. Howard



D. A. Beam, Plaintiff.

vs.

In Chancery.

E.L.Howard and Mary J.Howard, defendants.

This cause came on to be heard upon the bill of the plaintiff and the exhibits therewith, the process duly executed on the defendants the time required by law, and was argued by counsel. On consideration thereof and the said defendants failing to appear, plead or answer the bill is taken for confessed against them, it is adjudged, ordered and decreed that the plaintiff recover against the defendants \$20.85 the amount of the judgment in the bill mentioned with legal interest on \$18.65 part thereof from the first day of January, 1894, until paid, and the costs of this suit; and unless the same is paid within thirty days from the adjournment of this court then Geo.W.Blankenship, who is hereby appointed a commissioner for the purpose, will proceed at the front door of the court house of this county on some court day to rent the land of the defendant, E.L.Howard, in the bill mentioned for the shortest period the same will rent for, for a sum sufficient to pay the amount of this decree and the expense of renting, so that the said time does not exceed five years. Said commissioner before renting will give notice of the time, terms and place of renting for at least thirty days by written advertisements posted at the front door of the court house of this county and in the vicinity of the said land, and will require the costs of suit and the expenses of renting to be paid in hand, and for the residue will take bonds payable to himself as commissioner, payable in six and twelve months time bearing interest from date. Said commissioner, before acting under this decree will execute bond before the Clerk of this court in the sum of fifty dollars, conditioned according to law, and will report his action to some future term of this court and the cause is continued.



D.R. Beane  
vs. } Deane Litch.  
E.L. Howard, et al.

Entered in  
Chancery Order  
Book Page 87

Nov. 14, 1874.  
Enter this.

W. J. H.



Virginia

at a circuit court continued and held for Lee County at the Court-house thereof on Wednesday Nov 13<sup>th</sup> 1895 -  
D. A. Beam      Plff

against  
E L Howard et al Defl } In Chancery

This Cause came on again to be heard on the papers formerly read in the Cause and the report of Special Commissioner H B Joslyn filed Sept the 6<sup>th</sup> 1895. and was argued by Counsel: On consideration thereof it is adjudged ordered and decreed that the said report and the statement therewith be and are hereby confirmed that Morgan Armstrong recover against the defendant E L Howard \$7.96 with legal interest on \$5.00 part thereof from the 4<sup>th</sup> day of Nov 1895 until paid: and that the plaintiff D A Beam recover against the defendants E L Howard and Mary J Howard \$17.07 with legal interest on \$13.73 part thereof from the 4<sup>th</sup> day of Nov 1895 until paid. and that S. E. Lurmer et al also recover against E L Howard \$23.10 Costs reported by said Court. which recovery is for the benefit of the officers of this Court being their fees in a suit lately decided in this Court



between E L Howard plaintiff and S E Turner et al defendants, and unless the sums here in decreed are paid within thirty days from the adjournment of this Court, by Consent of parties, then E W R Ewing who is appointed a Comr for the purpose will proceed at the front door of the Court-house of this County on a Court day to rent the land in the bill mentioned for the shortest time the same will rent for a sum sufficient to pay the amount of this decree and the expense of renting so that the time of renting does not exceed five years having first advertised the time terms and place of renting for at least thirty days by written advertisements posted at the front door of the Court house of this County and in the vicinity of said land; But before proceeding under this decree the said Comr will execute bond before the Clerk of this Court in the penalty of \$200.00 conditioned according to law and he will require the costs of this suit and the expense of renting paid in hand and for the residue he will take bonds payable to himself as Comr bearing



interest from date and payable in  
one and two years. Said Commissioner  
will report his action hereunder to  
the next term of this Court, and this  
Cause is Continued.

A Copy Teste

A. B. Munsey Clerk



D. A. Beam  
W. Copy of Decree  
E. L. Howard et al

Copy for E. W. R. Ewing

C 100



1 D. F. Bailey  
2 vs. { In Chancery.  
3 Samuel Poter.

4 The depositions of Samuel Po-  
5 ter and Thomas J. Ely  
6 taken before me, A. M. Goins, Special  
7 Commissioner in the above styled cause,  
8 pursuant to agreement, at the Circuit  
9 Court Clerk's office, in Jonesville, on  
10 the 24<sup>th</sup> day of May, 1892, to be read  
11 as evidence on behalf of Samuel Po-  
12 ter, in a certain suit in Chancery  
13 depending in the Circuit Court for the  
14 county of Lee, wherein D. F. Bailey is  
15 plaintiff and the said Samuel Poter  
16 is defendant.

17 Present:- James H. Orr, Atty. for  
18 plaintiff, and D. C. Sewell, Atty.  
19 for defendant.

20 Samuel Poter a witness of lawful  
21 age, being first duly sworn, deposes  
22 and saith as follows:-

23 Ques Please state anything you may know  
24 in regard to the transactions referred to be-  
25 tween the parties in this suit?

26 Ans. I was security on my son Wm. Poter's  
27 bond for his appearance at the Federal  
28 Court at Abington, at the term 1891,  
29 I went to Abington to defend the bond  
30 as there was a probability of my having  
31 it to pay. I and T. J. Ely went to F. S.  
32 Blair and A. M. Dickerson and



1 I employed them to get me released  
2 from the bond and to have my  
3 son released from the indictment  
4 against him. They proposed to  
5 do this for \$125<sup>00</sup>/<sub>100</sub> each, and if they  
6 did not succeed in their effort  
7 that they would not charge me  
8 any thing. In pursuance of this  
9 agreement I executed my note  
10 for \$125<sup>00</sup>/<sub>100</sub> to each of them. Said  
11 Blair & Dickenson left Abingdon on  
12 Saturday, stating that nothing had  
13 been done with the case - for me  
14 to come to their rooms on Sun-  
15 day night, that they would then be  
16 back and that we would then talk  
17 the matter over further. They did  
18 not come back on Sunday. <sup>I went to their rooms,</sup> I went  
19 to their room <sup>also</sup> on Monday <sup>morning</sup>, & still they  
20 had not come <sup>back</sup>. The case was  
21 called and I was informed by  
22 the clerk that something must  
23 be done. When I could not get  
24 the case longer delayed I went  
25 to Linsey and employed him  
26 to attend to the case for me, which  
27 he did, and compromised the  
28 case for me for \$250<sup>00</sup>/<sub>100</sub>, he charg-  
29 ing me \$25<sup>00</sup>/<sub>100</sub> for his fee. Said  
30 Blair & Dickenson did not appear  
31 in court <sup>on Monday</sup> until after the case was  
32 compromised and disposed of.



1 After Blair & Dickinson come in on  
2 Monday I went to them in company  
3 with T. J. Ely, and told them what I  
4 had been forced <sup>to do</sup> I told them that  
5 I thought they ought to give me  
6 up the notes I had executed to them  
7 and not charge me any thing, as  
8 they had failed to attend to the case  
9 and as I had had to employ other  
10 counsel. They refused to give up said  
11 notes, but proposed to take \$75 each  
12 in discharge of said notes. I re-  
13 fused to give them the \$75, they each  
14 demanded. They brought suit on  
15 said notes and had the writs  
16 served on me whilst I was  
17 at Abingdon. I advised with the  
18 Triggs in regard to the matter  
19 but did not employ them to defend  
20 these suits. I went back to Blair  
21 & Dickinson after they had brought  
22 suits on the notes, and they proposed  
23 to take \$60 each ~~in~~ settle the matter.  
24 I refused to give it, but told them  
25 I would give them \$50 each. I then  
26 on leaving, authorized T. J. Ely to  
27 compromised with them on the  
28 terms I had proposed. When Mr.  
29 Ely came home he informed me  
30 that he had effected the compro-  
31 mise at \$50 each <sup>he said that</sup> no time was  
32 fixed as to when the money was to  
be paid. I did not pay any attention



1 further to the matter, believing it was  
2 settled and that they would write me  
3 when they wanted the money, when I  
4 was called upon by the sheriff with  
5 an execution to collect the full  
6 amounts for which the notes were  
7 executed together with the costs  
8 of the suits. This was about 3 mos.  
9 after the notes were executed. They  
10 had never written me in regard to  
11 this matter. After I was called upon  
12 by the sheriff with the executions, I  
13 immediately sent said Blair & Dick-  
14 erson \$50 each, pursuant to the com-  
15 promised as I had been informed by  
16 said Atty.

17 I also employed D. F. Bailey in  
18 the above case (to get me released  
19 from the bond & my son from the  
20 indictment), but I employed  
21 said Bailey long before I employ-  
22 ed Blair & Dickerson, and I  
23 executed my note to him for  
24 \$125<sup>00</sup> also. Said Bailey was  
25 then assistant District Atty.  
26 and in consequence thereof  
27 could not defend me in the  
28 case when it came up. Said  
29 Bailey was employed by my son  
30 some time before I executed the  
31 note to him, but said Bailey was  
32 not assistant Atty at the time he



1 It was thus employed by my son.  
 2 Said Bailey did not attend to my  
 3 cases when it was called in court -  
 4 I had to employ Linsey as a horse  
 5 set out. I afterward went to Bailey  
 6 told him that I did not think he  
 7 ought to make me pay the full  
 8 amount of the note, as he did  
 9 not appear for me at the calling  
 10 of the case. Bailey had then brought  
 11 suit on the \$125<sup>00</sup> note - Bailey said  
 12 he would do me right, that he would  
 13 have no suit, and that he would  
 14 go and draw the papers out of  
 15 the sheriff's hands at once. I offer-  
 16 ed Bailey \$50 in satisfaction of  
 17 said note. He refused to  
 18 take it - I authorized T. J. Ely to  
 19 compromise with said Bailey  
 20 and he told me when he re-  
 21 turned home that he had com-  
 22 promised with Bailey for \$62<sup>50</sup>  
 23 and said Ely told me that  
 24 there was no time fixed for  
 25 the payment of the money. Ely  
 26 also told me that said Bailey

27  
 28  
 29 Did you or Cook know that said Bailey was  
 30 assistant Dist. Attorney at the time you executed  
 31 your note to him?  
 32 I did not.



26 also told me that said Bailey  
27 was to have suit withdrawn  
28 immediately!

1 The further taking of these depositions is continued until to-mor-  
2 row morning at 8 o'clock at same  
3 place.

A. M. Goins,  
Special Commr.

6 Met pursuant to adjournment -  
7 The same witness still on the  
8 stand. This May 25, 1892.  
9 A. M. Goins

10 (Turn this up to Quest 2) Special Commr.



Question 3 1 Mr. Bailey in his deposition <sup>state</sup> that he understood  
2 or thought that John Morgan had a half in-  
3 terest in said \$125<sup>00</sup> note. Please state  
4 your understanding about that.

Ans. 5 I had no knowledge of John Mor-  
6 gan being <sup>interested</sup> in the note - I had  
7 not employed him in this event.  
8 It is true I had employed him in  
9 the beginning, but the note was  
10 not executed for that. I paid  
11 said Morgan \$20, his fee for one  
12 trip, all I had ever employed  
13 him for.

Ans. 4 14 By the compromise of Ely when did  
15 you understand that you were to pay the  
16 \$62<sup>50</sup> & was it in full satisfaction  
17 of the note?

Ans 18 He said to me that no time was  
19 fixed - that when they wanted it  
20 they would write to me.

Ans 5, 21 By the terms of said compromise, were  
22 the suits to be drawn, or just be  
23 continued pending the payment of the \$62<sup>50</sup>?

Ans. 24 It was to be drawn at once - I was  
25 only to pay \$62<sup>50</sup> in full settlement.

Question 26 By the terms of Ely & with Dickenson & Blair  
27 for you when did you understand that you were  
28 to pay their compromise fee of \$50<sup>00</sup>, what was  
29 to be done with their suits against you?

Ans. 30 Ely told me that there was no time  
31 fixed - that when they wanted the money  
32 they would write to me for it. These  
suits were to be withdrawn. Ely told me



1 told me they were to be withdrawn  
2 and they themselves told me before  
3 I left Abingdon that if a compromise  
4 was effected they would withdraw the  
5 suits; I believed they were with-  
6 drawn until the sheriff came on  
7 me for the money.

Question 8 - What is the value of your real estate  
9 & what would be a fair annual  
10 rental value of same?

Ans. 11 I should think some \$300, at least,  
12 would be the rental value per year.  
13 All statements as to what Ely or any one else said and as  
14 to any contract other than the written ones are rejected to.  
J. H. Orr for Deft.

Ques 15 Did the plaintiffs say they would dismiss suits  
16 if compromise was agreed upon, or if agreed  
17 upon & complicated by your paying the money?

Ans. 18 They said they would dismiss them  
19 if the compromise was effected.

Ques 20 Did you inform Bailey, Blair & Dickinson  
21 before leaving that Ely was authorized to com-  
22 promise with them for you?

Ans. 23 I did.

Ques 24 Were you present and heard all that was said  
25 between Bailey, Blair & Dickinson and Craig  
26 Dist. Attorney in regard to the matters pending  
27 against you & your son in the Federal Court.

Ans. 28 I was not - I cannot tell what they  
29 said to the district attorney toward  
30 effecting the compromise, or what  
31 they accomplished with them.

Ques 32 You say you have the letters or letters of Mr.  
Blair showing that he agreed to accept the



1 \$50<sup>00</sup> and that it is paid. Will you please  
2 file that letter as letters with your deposition

Ans. 3 I have ~~a~~ letter, if I can find it,  
4 and I think I can, from said  
5 Blair which shows, I think, that  
6 \$50 was all he expected. Said letter is  
7 <sup>herewith filed marked B.</sup> <sup>Also file 3 letters from Mr. Linsay</sup>  
8 If I find said letter and my coun-  
9 sel advises me to do so, I will then  
10 file said letter.

Ques. 10 Did Blair & Dickerson agree <sup>or propose</sup> to take \$50<sup>00</sup>  
11 each & wait Six Months or longer for the pay.

Ans. 12 ~~They never agreed to wait any time.~~  
13 ~~Nothing was said about time.~~

Ques. 14 Then you sent them the \$50- each, did they not  
15 then write you that they would not accept it  
16 in full payment of their judgments, but would  
17 only give you credit for that sum?

Ans. 18 I never got any letter, or receipt,  
19 or any thing else from them.

Ques. 20 Did the Clerk suggest to open to employ Mr. Linsay?

Ans. 21 He did, after telling me the case was  
22 called and something had to be  
23 done.

Ques. 24 If Mr. Craig states that Bailey & Blair effected  
25 the compromise with him, is he mistaken  
26 or not?

Ans. 27 I do not know, only what the clerk  
28 told me.

Ques. 1. 29 Did Blair & Dickerson say that if a compromise  
30 <sup>as Ex</sup> was effected <sup>they</sup> that they would have to have the  
31 pay down, or that if a compromise was effected  
32 that they would at once withdraw the suits

Ans. They did not say they would have  
to have the money down - but that they would  
withdraw suits. <sup>with no</sup>  
And further this deponent <sup>James</sup> Daniel. Pote



1 Thomas J. Ely, a witness of lawful  
2 age, being first duly sworn, deposes  
3 and says: —

Ques 4 Please state anything you may know in regard  
5 to the transactions between the parties in this  
6 suit.

Ans. 7 I was at Abingdon with Sam Potuck  
8 at the time spoken of in his deposition  
9 and went with him to Blair &  
10 Dickinson and he employed them  
11 at \$125 each, and they were <sup>to</sup> effect  
12 a compromise with the Dist. Atty. and  
13 get Potuck released from the bond  
14 and his son from the indictment  
15 against him — this was my under-  
16 standing. I also understood that  
17 D. F. Bailey was employed in this  
18 case by said Potuck at a fee of  
19 \$125 also. I was not present  
20 when any of the above notes were  
21 executed. The case against  
22 Potuck was called on Monday  
23 morning and Blair and Dick-  
24 erson were not present to at-  
25 tend to it for Potuck, Bailey may  
26 have been present in court, but  
27 he did not do any thing when  
28 the case was called.

29 When the case was called in court  
30 Mr. Potuck got one Linsey to look  
31 after the case for him.

32 After the case was disposed of in



1 I went with Mr. Poter to  
2 Blair & Dickenson at the hotel  
3 to try to get him released from  
4 said notes he had executed to  
5 them. Blair & Dickenson agreed to  
6 compromise the matter at \$75  
7 each. Poter agreed to give them  
8 \$25 each. No compromise was  
9 effected. During this day (prob-  
10 ably) suits were brought on all  
11 three the notes. Mr. Poter left  
12 Abingdon and authorized me to  
13 compromise with all of said par-  
14 ties at \$50 each if I could do no  
15 better. I did compromise with  
16 three parties at \$50 each. Barely  
17 was to get a little more, \$62.50.  
18 My understanding was that all  
19 the suits were to be drawn and  
20 I was to notify Poter when I came  
21 home of the compromise, and  
22 I told said parties that said  
23 Poter would comply with the com-  
24 promise on his part; that he was  
25 as good for that amt. of money  
26 as any man in the state, and  
27 that all they would have to do  
28 to get the money would be to notify  
29 Poter. I told Poter of the com-  
30 promise when I came home, and  
31 he accepted it and said he would  
32 send the money when they wanted it,  
and Poter seemed to be proud of the com-  
promise.



1 I never heard of John Morgan  
2 having any interest in the Bailey  
3 note - his name was not men-  
4 tioned, and \$62½ was to satisfy the  
5 note in full, & \$50 each to Blair  
6 & Dickinson was to satisfy the  
7 notes they held in full.

8 I had a conversation with Bailey  
9 at the Spring term of the <sup>U.S.</sup> Court 1891.  
10 I told him that Potlet was fretted  
11 about him bringing suit on said  
12 note he held against him (Potlet). I  
13 asked Bailey if he was not going  
14 to stick to the compromise. He  
15 said he was and that for  
16 me to see J. H. Orr and tell him  
17 to let Potlet pay the \$62½ and to  
18 stop this suit as far as he (Bailey)  
19 was concerned, that that was all  
20 he claimed.

21 And further this deponent said - not  
22  
23 J. J. Ely  
24 No other witnesses appearing, and  
25 both the plaintiff and defendant  
26 declaring their testimony finished,  
27 the further taking of these depositions  
is closed. This May 23, 1892.

28 H. M. Goines, Comm.  
29 State of Virginia }  
30 County of Lee } to-wit:-

31 I, H. M. Goines, Special Comm.  
32 in the above styled cause, do hereby

Witness  
claim  
attendance  
\$1.00



1 certify that the foregoing depositions  
2 were duly taken, sworn to and sub-  
3 scribed before me, at the times &  
4 places mentioned therein.

5 Given under my hand this May  
6 25, 1892. A. M. Gainer,

Special Commissioner.

Depositions of

Linn Pollock &

W. J. Ely

Witness  
J. J. Ely 6/1/00

92.50  
10.04  
72.50

125.00  
7.96  
132.96



J. A. Beam  
Against  
E. L. Howord et al } In Chancery.

To The Honorable W. J. Miller Judge  
Of The Circuit Court Of Lee County.

Pursuant to an order entered by  
the Circuit Court. on the 10<sup>th</sup> day of  
June 1895. in which I was appointed  
a Commissioner to take an account  
of the liens, ascertain their priorities  
against the real estate of E. L. Howord,  
and to ascertain if said real estate  
will rent for enough in five years  
to pay off said indebtedness &c.

Respectfully report, That after notifying  
the parties interested, I on the 2<sup>d</sup> day  
of September 1895. and on subsequent  
days, proceeded to perform the duty  
assigned me and report as follows.

The first lien against said real  
estate, is a judgment of Morgan  
& Anderson for a balance which with  
the interest and costs, amounts to  
the sum of \$7.96 as shown by exhibit  
marked A. filed with this report.

The second lien is the judgment of  
J. A. Beam upon which this suit  
was instituted, which amounts to  
the sum of \$17.27 after giving the



proper Credits. all of which is shown by exhibit marked "B". filed herewith.

The third and last lien that I have been able to find, is the Costs in a Chancery Suite brought by E. L. Howord against S. E. Turner et al in which said Howord was defeated, and the Costs of which Suite was entered against him. The amount of this Cost including Plaintiffs Cost amounts to the sum of \$23.<sup>40</sup> all of which is shown by exhibit marked "C". and filed with this report.

The above liens with the Costs of this Suite will amount to about the sum of \$100.<sup>00</sup>

I have also ascertained that the real estate mentioned in the bill consists of 53 acres - and will from what I can learn rent for a sum sufficient to pay off all liens &c in five years.

I have also to report that the real estate mentioned was sold by E. L. Howord some time ago to M. L. Ely. and has been partly paid for by Mr Ely - who



has retained sufficient of the purchase  
money in his hands & has off all  
liens existing against said lands,  
all of which is respectfully submitted  
This Sept 6<sup>th</sup>, 1895.

Henry C. Joslyn  
S<sup>pe</sup> Commissioner.



D. A. Beam }  
Against } In  
C. L. Howard et al. } Chancery

---

Commissioners Report  
Filed September the 6th  
1895- A. B. Munsey  
Clerk

Commissioners fee \$5.00



Morgan & Anderson,  
vs.  
E. L. Howord }

Balance on Judgment	5.00
Interest on same from Dec 26 1890.	1.46
Costs before Justice	<u>1.50</u>
Amount due Nov. 4 <sup>th</sup> 1895.	<u>\$ 7.96</u>

\$1.53 1/2



"A"



L. A. Beam  
 vs.  
 E. L. Howard &  
 Mary J. Howard.

Amount of Indgt vs. E. L. & M. J. Howard	18.65
Interest to April 16 <sup>th</sup> 1894.	<u>33</u>
	18.98
Credit April 16 <sup>th</sup> 1894 by	<u>5.25</u>
	13.73
Interest to Nov 4 <sup>th</sup> 1895.	<u>1.29</u>
	15.02

Costs before J. P. & Levy	<u>2.95</u>
---------------------------	-------------

Amount Due Nov 4 <sup>th</sup> 1895.	\$ 17.97
	<u>13.57</u>
	4.40

.12  $\frac{1}{2}$  cts



"B."



E. L. Howard  
vs.

S. E. Turner et al. }

Amount of Plffs Costs 5.81

Amount of Defts Costs 17.29

Amount due Nov 4<sup>th</sup> 1895 \$23.10

27cts



"b."

23.10

127.

7.96

1.53

17.97

113

---

510.96



D.A.Beam, Plaintiff

vs.

( In Chancery.

E.L.Howard and Mary J.Howard, Defendants,

Memorandum.

The object of this suit is to enforce a judgment lien, and to subject the lands of E.L.Howard, one of the defendants, or so much thereof as will pay the judgment of the plaintiffs of ~~\$1~~ \$180.65 with interest thereon from the 1st day of January, 1894, until apaid, and the costs both at law and in equity; which <sup>to the payment of said debt & costs</sup> <sup>1</sup> said lands are described and bounded as follows, to wit: a certain tract or parcel of land lying and being in the county of Lee, state of Virginia and adjoining the lands of L.O. Lewis, Arthur Ely, et al., and containing about 53 acres. The estates of the persons to be effected by this suit are Mary J Howard and E.L.Howard, the said defendants.

D.A. Beam

By

Orr, Blankenship & Ewing,

Attys.

Virginia Lee County to Wit:  
In the office of the Clerk of said  
County this 11th day of September 1894,  
this Deed was presented together  
with the certificate thereon  
admitted to record.

Sub.



D. A. Bess

no. } *L. pendens*

E. L. Howard, et al.

---

Filed Dec 17th 1892



Virginia

In the clerks office of the circuit court  
for the county of Lee on the 18<sup>th</sup> day of Oct 1894

D A. Beam

Plff

against

E L Howard et al

Defts

In Chancery

The plaintiff in this suit not being  
an inhabitant of this Commonwealth, the  
Clerk of this ~~of this~~ Court demands of him  
Security for the payment of the costs which  
he may incur in the prosecution thereof;  
And the Court doth order that unless such  
Security be given on or before the first  
day of the November Term of this Court  
that the said suit stand dismissed at  
the costs of the plaintiff as an act of  
this day.

Witness A. B. Munsey Clerk of our said  
Court at the Court-house the 18<sup>th</sup> day of Oc-  
tober 1894. And in the 119<sup>th</sup> year of the Common-  
wealth.

A. B. Munsey Clerk



E. L. Howard  
vs Rule for costs  
D. A. Beam  
To 1st Day of Nov. 1894

---

Executed Oct the 18. 1894  
by delivering an office  
copy of the within rule  
to G. W. Blankenship  
att'y. for D. A. Beam  
This Oct the 27. 1894  
C. C. Flannery.  
J. L. P.

1 Oct 1894



# VIRGINIA--LEE COUNTY, TO-WIT:

TO J. M. Thompson Constable of said County:

I HEREBY COMMAND YOU TO SUMMON Elihu L. Howard & A. B. Lewis  
B. J. Leslie & E. Turner  
If to be found in your District to appear at C. C. Blankenship in said County, on the  
2 day of Dec 1893 before me or such other Justice of said County, as may be there to  
try this warrant, to answer complaint of W. J. Morgan & J. S. Anderson  
Private Bankers  
and upon a claim for money not exceeding \$100, exclusive of interest, to-wit: For the sum of \$50.00 due  
by Vate, and then and there make return of this warrant.  
Given under my hand the 17<sup>th</sup> day of March 1893

C. C. Blankenship, J. P.

W. J. Morgan & J. S. Anderson  
Against  
E. L. Howard and A. B. Lewis

On the 2 day of Dec, 1893  
(In debt.)  
At C. C. Blankenship in said County.

JUDGMENT, That the Plaintiff recover of the Defendant \$50.00 with interest thereon from the  
26 day of Dec 1890 till paid, and \$1.50 for costs.

C. C. Blankenship, J. P.

VIRGINIA--LEE COUNTY, To-wit: To J. M. Thompson Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattels of.....

E. L. Howard and A. B. Lewis

....., in your county, you cause to be made the sum of \$50.00 with  
interest thereon from the 26 day of Dec, 1890 till paid, which W. J. Morgan  
and J. S. Anderson has recovered before me C. C. Blankenship in a  
warrant in debt, and also the sum of \$1.50 which were a ljdged to the said W. J. Morgan  
& J. S. Anderson for costs in prosecuting said warrant.

Given under my hand the 2 day of Dec 1893

C. C. Blankenship, J. P.

This judgment is subject to a credit of \$45.00 dollars  
paid December 10 day 1890



Morgan & Armstrong  
vs. 3 Warrant  
E. L. Howard  
A. B. Lewis  
B. J. Leslie  
S. S. Turner

---

Entered the  
District by  
Summons of  
Howard on 11th  
Lewis on 14th day  
of Feb 73  
J. B. Thompson & S. C.  
J. B. Thompson & S. C.  
Nat. Em.  
Dep. Secy  
for  
Filed in office  
March 20, 1873  
A. V. H. Richmond Clerk



# VIRGINIA--LEE COUNTY, TO-WIT:

TO C. E. Cheek Constable of said County:

I HEREBY COMMAND YOU TO SUMMON

E. L. & Mary J. Howard  
If to be found in your District to appear at my office in said county, on the  
20<sup>th</sup> day of Feb 1894 before me or such other Justice of the said County, as may be thereto  
try this warrant, to answer complaint of S. A. Beam

and upon a claim for money not exceeding \$100, exclusive of interest, to-wit: For the sum of \$18.65 due  
by Kate, and then and there make return of this warrant,

Given under my hand the 20<sup>th</sup> day of Feb 1894.

H. C. Joslyn J. P.

S. A. Beam  
Against E. L. Howard & Mary J. Howard } On the 3<sup>d</sup> day of March 1894  
(In debt.) At Jonesville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant \$ 18.65, with interest thereon from the  
1<sup>st</sup> day of Jan 1894, till paid, and \$ 2.20 for costs.

H. C. Joslyn, J. P.

VIRGINIA --Lee County, To-wit: To C. E. Cheek Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of.....  
E. L. Howard and Mary J. Howard in your county, you cause to be made the sum of \$ 18.65 with  
interest thereon from the 1<sup>st</sup> day of Jan 1894 till paid, which S. A. Beam  
Beam has recovered before me in a  
warrant in debt, and also the sum of \$ 2.20 which were adjudged to the said S. A. Beam  
Beam for costs in prosecuting said warrant.

Given under my hand the 3<sup>d</sup> day of March 1894.

H. C. Joslyn J. P.



Recorded in J.P.  
Judgment Lien  
Booklet, August  
1st 1894  
S. V. Richmond

D. A. Beam  
vs. J. Warrant  
E. L. Howard &  
May J. Howard

Speciated in full  
this July 26<sup>th</sup>  
1894.

Costs.	
Constable Check	1.00
" Sprinkle	20
J. P.	50
	50
John Green rit	<u>2.20</u>

executed By Surveying  
an over stock Range  
at stock of E. J. Howard  
many of Howard  
this Article 2 1894  
C. E. Hub. L. L. C.

Leeway 50¢  
Common 25¢

Continued until Saturday March 3<sup>rd</sup>  
1894, at L. L. Blankenship's Office. before  
L. L. Blankenship. Quire marked myself.  
This Feb 26<sup>th</sup> 1894. H. L. Gosslyn J. D.



Virginia: In the circuit Court of Lee County.  
D. A. Beam

vs                      of    In Chancery  
E. L. Howard & wife

The parties interested in the above styled  
cause are hereby given notice that I  
will proceed to execute the terms of a  
decree in said cause, rendered by  
said Court on the 10<sup>th</sup> day of June,  
1895, on the 2<sup>d</sup> day of Sept 1895,  
in the Clerk's Office of said Court.  
This August 27<sup>th</sup> 1895.

H. C. Foslyn  
Special Commr.

Legal service of the above notice  
accepted This Sept. 2, 1895:

Orr, Blankenship & Coing  
Attys for D. A. Beam.

Legal service accepted for E. L. Howard  
M. J. Patton



Comus  
Naticæ

---



The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

*again*  
WE COMMAND YOU, That you summon *E. L. Howard & Mary J. Howard*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *1st* Monday in *February*, 189*5*, to answer a bill in Chancery, exhibited against *them* in our said court by *D. A. Beam*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *10th* day of *January*, 189*5*, and in the 11*9th* year of the Commonwealth. *A. B. Munsey* Clerk.



D. A. Beam

vs.

{ SUPCENA  
IN CHANCERY.

E. L. Howard et al

O. B. & Ewing p. q.

To 1st February Rules,  
Circuit Court.

Executed by  
delivering an  
office copy of  
the within summons  
to E. L. Howard and  
Marry J. Howard  
this Feb 4 - 1895  
J. M. Weston D.S. for  
C. E. Flanary S.L.C.



CLERK'S RECEIPT.

No. **59**

SUITS.

Plaintiff.

*D. A. Beam*

Defendant.

*E. L. Howard et al*

Date.

*October the 15<sup>th</sup> 1894*

Amount of tax,

- - - - \$ *1.50*

Common law.

Chancery.

*(Chcy)*

Received (date).

*October the 15<sup>th</sup> 1894*

*A. B. Munsey*

Clerk.

*paid by G. M. Blankenship*



The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

*E. L. Howard & Mary J Howard*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *October*, 189*4*, to answer a bill in Chancery, exhibited against *them* in our said court by *D A Beam*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

*15th* day of *October* 189*4*, and in the 11 *9th* year of the

Commonwealth.

*A. B. Munsey* Clerk.



D A Beam

vs.

{ SUPŒNA  
IN CHANCERY.

E L Howard et al

Arr. B. C. p. q.

To 2<sup>nd</sup> October Rules,  
Circuit Court.

Virginia

Lee County to wit:

This day personally appeared before me A. B. Munsey Clerk of the circuit court for Lee County, Andrew Johnson and made oath that he delivered a <sup>copy</sup> of the within Spa in Chcy to Mary J. Howard for herself and delivered a copy of the same to her for E. L. Howard she being a member of the family and over sixteen years of age, and explaining to her its purpose. the said E. L. Howard not being found at his usual place of abode. Given under my hand this the 18<sup>th</sup> day of Oct 1894. A. B. Munsey Clerk